

1 John Sotomayor  
2 Alexandra Loaiza  
2359 Maple Ave  
3 Cortlandt Manor NY 10567  
4 5/23/2025  
5 917-887-2223  
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UNITED STATES DISTRICT COURT  
\_\_\_\_ SOUTHERN DISTRICT OF NEW YORK \_\_\_\_\_

Windward Bora LLC ) Case No. 7:21-cv-07161-CS  
)  
Plaintiff, )  
) NOTICE OF MOTION AND MOTION TO VACATE  
vs. )  
) JUDGMENT; Motion for Standing  
John Sotomayor, ET AL., )  
)  
Defendants. )  
)  
)  
)  
)  
)  
\_\_\_\_)

PLEASE TAKE NOTICE that on date chosen by court, at White Plains in Courtroom chosen  
by court of the above-entitled Court located at White Plains, Defendant Sotomayor will move this  
Court for an order vacating the judgment entered against them on the grounds that the  
Defendant has suffered injury as a result of circumstances beyond their control and will suffer  
manifest injustice if the judgment is not vacated as more fully set forth in the declaration of  
Sotomayor and the Standing Defense.

This motion is made pursuant to *Federal Rule of Civil Procedure 60(b)(6)* ("Rule 60") and  
shall be based upon this notice, the attached Memorandum of Points and Authorities, the declaration  
of Sotomayor and Exhibits attached thereto, the complete files and records of this action, and such  
other and further oral and documentary evidence as may be presented at the hearing on this Motion.

1 Dated 05/25/2025

2 917-887-2223

3 \s\ John Sotomayor

4 .

5

## II.

6

### LEGAL ARGUMENT

#### A. THE COURT HAS THE POWER TO VACATE THE JUDGMENT THAT WAS ENTERED AGAINST THE DEFENDANT ON THE GROUNDS THAT EXTRAORDINARY CIRCUMSTANCES EXIST.

11 Rule 60 states in pertinent part that “(b) Grounds for Relief from a Final Judgment, Order, or  
12 Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a  
13 final judgment, order, or proceeding for the following reasons: (6) any other reason that justifies  
14 relief.”

16

17 My name is John Sotomayor; I am the Pro Se defendant in this case of Windward Boras vs  
18 Sotomayor et al.

19

### MOTION FOR STANDING

21

#### Information on demand letter found.

23

24 I have been trying to have the district court review some items I  
25 found relevant to the case proving the plaintiff's failure to show  
26 they maintained the mortgage. As a result I have found new  
27

28

1 evidence about the plaintiff that questions and now validates what  
2  
3 the defendant Sotomayor has been saying since 2019. The plaintiff  
4  
5 did not have nor do they have the **full** mortgage in possession.

6 I have uncovered an email sent to me and will be attached here  
7

8 indicating what I have been saying since 2019 the mortgage  
9

10 company sent me a demand in April along with other letters. This  
11  
12 mortgage has achieved the Statue of Limitations.

13 When Windward bora started their case a file was sent to me  
14

15 lacking all of the Partners for payment Relief paperwork. I  
16

17 mentioned in the Court and the plaintiff's attorney had to call the  
18

19 office requesting what is partners for payment relief. It is in the  
20

21 transcript of our first meeting in the district court. This means they  
22

23 started the case without knowing the other case existed and the  
24

25 SOL had been reached. All the paperwork after this moment has  
26

27 been copies of the partners for payment relief case from the courts,  
28

Nothing from Hasbani the lawyers or windward has ever been

1 submitted. This puts in question if Windward Bora ever has the  
2  
3 case file.

4 **Affidavit is a lie**  
5

6 An affidavit signed and sworn to by Windward Bora was wrong  
7  
8 and is a lie. As a result that documents and all its reliance must be  
9  
10 discarded. It States I made my last payment in 2009. The original  
11  
12 paperwork from Partners in payment relief indicated my last  
13  
14 payment was made in October of 2008. Again windward Bora  
15  
16 does not have the true and accurate case information for this  
17  
18 mortgage.

19 **Respa and Breach of Contract**  
20

21 I have mentioned several times and the court will not hear the respa and the  
22 breach of contract. I mentioned respa in July of 2019, neither the court nor  
23  
24 the plaintiff was made to respond. This is wrong and should be addressed.  
25  
26  
27  
28

## **Plaintiff has disregarded most of the Courts mandates**

Recently the district court told the plaintiff to send the plaintiff documents overnight. I did not receive them overnight. I checked the postage and it was priority mail. Again I have stated this for several months the Plaintiff is not following court procedure nor is the court enforcing this rule. I have not received anything from the court for all the filing submitted.

I did receive a document which is wrong. The plaintiff is stating all the fees I owe due to the trial. Yet I won the first trial and I was never paid back the original money I paid into it. The file now submitted by the plaintiff has multiple items from the state trial I am being told to pay. The unfairness of this letter and the courts inability to ensure the plaintiff is providing proper service to a Pro se defendant shows the plaintiff breaks all rules.

## CONCLUSION

Based on the above, Defendant Sotomayor and Loaiza respectfully requests that the Court set aside the Judgment.

Dated 05/25/2025  
/S/ John Sotomayor  
917-887-2223